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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके ।

Separate paging is given to this Part in order that it may be filed as a separate compilation

MINISTRY OF FOREIGN TRADE

PUBLIC NOTICE

IMPORT TRADE CONTROL

New Delhi, the 20th June, 1972

SUBJECT:—*Conditions for licensing private/public sector imports/under the Fourth Danish Loan,* 1972.

No. 90—ITC(PN)/72.—The terms and conditions governing the issuance of import licences for Private Sector and Public Sector under the Fourth Danish Loan, 1972" as given in Appendix I and II to this Public Notice are notified for the information of the trade.

APPENDIX I

Conditions for Licensing Private Sector Imports under the Fourth Danish Loan, 1972

The licence will be issued with a validity period of twelve months but firm orders on C.I.F./C. & F. basis must be placed on the Danish Suppliers and copies of the same furnished to the Ministry of Finance, Department of Economic Affairs within four months from the date of issue of the import licence. In cases where orders have not been placed within the period of four months, the licensees should apply to the Chief Controller of Imports and Exports for suitable extension in the period of ordering giving adequate justification for delay in placing orders. Such requests will be considered on merits by Chief Controller of Imports and Exports in consultation with Ministry of Finance, (Deptt. of Economic Affairs). However, no import licence shall be made valid or revalidated beyond the 31st December, 1974. The licence codes "S" and "BB" should be indicated in the first and second suffix after the licence number. The correct licence code should be used in all the shipping documents as well as in the "S" form required to be furnished to the Indian Bank at the time of rupee deposits.

2. Only goods of Danish origin as per list at Annexure I are eligible for being financed under this loan. The minimum value of a contract to be eligible for financing under this loan is Danish Kroner 50,000 in respect of Capital Equipment and/Danish Kroner 25,000 in respect of spares.

3. The licence will not be valid for remittances from India. Payments to the Danish Suppliers can be made only in accordance with the procedure set forth in paragraphs 6-10 below.

4. The contract of supply between the Indian importer and the Danish Suppliers should provide for the import being financed out of the Fourth Danish Loan in accordance with the procedures set forth in these Licensing conditions, and should also be made subject to approval by the Government of India. Importers should take special care to inform the Suppliers about this condition and also *incorporate a clause to this effect in the Supply contract.* Moreover approved orders should not be cancelled without prior concurrence of the Ministry of Finance Department of Economic Affairs.

N.B.—Licences issued before the Credit Agreement between Government of India and Denmark for 1972 is signed will be subject to the following further conditions:—

(a) Contracts between the Indian Importers and the Danish exporters against the prospective Danish Credit will be subject to the approval of the Government of India and the Government of denmark.

(b) Contracts against the prospective credit between Indian importers and Danish exporters would be treated as provisional and would become final only after the loan agreement is actually signed;

(c) a copy each of the contracts will be forwarded by the Government of India to the Government of Denmark, as soon as the contracts are signed; and

(d) payments against the said contracts will normally be made only after the loan agreement is signed and necessary funds are credited to Government of India's account with the Denmarks National Bank.

5. The value of the contract should be expressed in Danish Kroner. The contract should normally provide for cash payment out of the Fourth Danish Loan on presentation of shipping documents. For any customary performance guarantee, the Suppliers could be asked to furnish a bank guarantee.

6. As soon as possible after the contracts are concluded, the importer should request the Ministry of Finance, Department of Economic Affairs, W.E. III Section to obtain the approval of the Danish authorities to the contract. This request should be accompanied by four photostat/certified copies of the Contract/Supply Order and Bank Guarantee as required in paragraph 8 hereunder. The following information should also be sent to the Department of Economic Affairs along with the contracts/supply order—

(i) Details of the Import Licence—

(a) Number.....

(b) Date of issue.....

(c) Value.....

(ii) Name and Address of the Importer.....

(iii) Name and Address of the Danish Suppliers.....

(iv) Value of the contracts/order in Danish Kroner.....

(v) Short description of the goods to be imported.....

.....

(vi) Time for delivery (A schedule indicating probable dates and amounts of payments to the supplier may also be given).

(vii) Detailed list of shipping documents, like, Bill of lading, Invoices, Certificate of Origin, etc., which the Denmarks National Bank should demand from the Suppliers before making payment, together with the Number of copies of each document required.....

(viii) Indian Agent's Commission, if any, included in the contract (Amount or percentage to be indicated), which will have to be deducted from the contract value while issuing a Letter of Authority. Such commission will be payable by the Importers direct to the Agents in rupees.

(ix) Special instructions, if any.....

7. On receipt of the copies of the contract/supply order, the Bank Guarantee and the information required in paragraph 6 above, the Department of Economic Affairs will forward a copy of the contract to the Danish authorities through Embassy of India in Denmark. A Letter of Authority to the Denmarks National Bank (in the form at Annexure-II) authorising payment to the suppliers against shipping documents will be issued only after the Danish approval to the contract has been received.

8. The importers will have to deposit:—

(i) the rupee equivalent of the payments to the suppliers in Danish Kroner at the composite rate prescribed in public notice No 15-ITC(PN)/72 dated the 28th January 1972 and such other Public Notices on this subject which may be issued from time to time

(ii) interest at the rate of six per cent per annum on the amounts required to be deposited at item (i) above from the date of actual payment to the supplier by the Denmarks National Bank to the date of actual deposit of the rupee equivalent by the importer in the State Bank of India, Tis Hazari, Delhi or equivalent by the Reserve Bank of India, New Delhi.

The importers will be required to furnish a bank guarantee from an approved scheduled bank in the form attached (Annexure-III) agreeing to deposit the amounts specified in paragraph 7 above. The foot note under the Bank Guarantee form should be noted for strict compliance.

N. B.—Imports should note that after payment to the Danish Suppliers, the Denmarks National Bank will send the documents to the Bank from which the importers produce the Bank Guarantee and that that bank will not have authority to release the documents to the importer until the rupees have been deposited as indicated above.

9. It will be obligatory for the importers to make requisite rupee deposit only through Authorised Dealers in foreign exchange and also to get the Exchange Central Copy of the Licence endorsed by them as required in Public Notice No. 184-ITC(PN)/68 dated the 30th August, 1968. They should also fill in the requisite 'S' Form as prescribed by the Reserve Bank of India.

10. The moneys specified in paragraph 8 above shall be deposited with the State Bank of India, Tis Hazari Branch, Delhi, or the Reserve Bank of India, New Delhi for credit to the Central Government Account under the head of account—

"T—Deposits and Advances—Part II. Deposits not bearing interest—(c) Other deposit Accounts-Departmental and Judicial Deposits-Civil Deposits. Deposits for purchases abroad-Purchases under Credits/Loan Agreements-Deposits for cost of equipment etc., obtained under the Fourth Danish Loan 1972."

ANNEXURE I

Items eligible for import under the Fourth Danish Loan

(1) Equipment for the Fishery industry, *e.g.* Marine Diesel Engines, etc.

(2) Refrigeration equipment.

(3) Machinery and equipment for the Cement Industry.

(4) Machinery and equipment for development of the Agricultural and Live-stock industries.

(5) Machinery and equipment for the dairy industry.

(6) Equipment for Research and Technical institutions.

(7) Equipment for wood-working, crankshaft grinding machines and other machine tools required in the small scale industry sector.

(8) Machine Tools for the medium and large scale industries.

(9) Spare parts for Danish Capital equipment.

(10) Machinery and equipment for the Fertilizer and Petro-chemical industries.

(11) Machinery and equipment for Spray Drying Plants.

(12) Machinery and equipment for the Plastic, Rubber and Chemical Industries.

(13) Catalysts.

(14) Equipment for the processing, drying and storage of food products.

(15) Electrical and electronic equipment.

(16) Components for the capital goods production and other manufacturing programmes in India.

(17) Such other equipment as may be decided upon by mutual agreement between the two Governments.

ANNEXURE II

No.

GOVERNMENT OF INDIA (BHARAT SARKAR) MINISTRY OF FINANCE (VITTA MANTRALAYA) DEPTT. OF ECONOMIC AFFAIRS (ARTHIK KARYA VIBHAG)

New Delhi, the

To

The Denmarks National Bank,

COPENHAGEN

Dear Sirs,

FOURTH DANISH-INDIAN LOAN AGREEMENT LETTER OF AUTHORITY NO.

In accordance with the terms and conditions of the above Credit Agreement, we hereby authorise you irrevocably to pay an amount of Danish Kroner.....

to.....

against the delivery of the following documents:—

Invoice ..... copies

Bill of Lading .....copies

Insurance Policy, if any, ...copies, etc.

covering the import of.....

against Contract No.....

approved by the Danish Ministry of Foreign Affairs on.....

2. After payment, the original set of the above documents may kindly be forwarded direct to the (Name of the Indian Bank).....

3. The amount paid plus your charges, if any, may be debited to our Account with you designated "Government of India Loan Account" and necessary debit advice (in duplicate) along with one set of documents forwarded to the Ministry of Finance, Department of Economic Affairs, Economic Aid Accounts Branch, New Delhi.

4. One copy each of the above debit advice including the bank charges, if any, may also be sent to the Importer in India.....

5. This authority will remain valid upto the.....day of.....

Yours faithfully

Copy to ———————— (The importers' Bank). They should ensure that the rupees equivalent calculated at the composite rate prescribed in Public Notice No. 15-ITC(PN)/72 dated 28th January 1972 and such other Public Notices that may be issued from time to time together with the interest thereon from the date of payment to the suppliers to the date of deposit of the amount into Government Account is deposited before releasing the original documents to the Importer.

ANNEXURE III

GUARANTEE BOND

(To be furnished by Banks under the procedure for the import of goods under the Fourth Danish Loan, 1972).

To

The President of India,

In consideration of the President of India (hereinafter called 'the Government') having agreed to arrange for payment in Danish Kroners for the import of.....

.....

.....

by.....(hereinafter called the Importers) under the terms and conditions of the Fourth Danish Loan, 1972 and in pursuance of Import Licence No.....issued on.....in favour of the Importer against the above agreement, we ..... (Bank) at the request of the importer hereby undertaken to arrange to deposit the amounts of the disbursements made by the Denmarks National Bank and their commission and postal charges, converted at the rate of One Danish Kroner equivalent to 1.043 Indian Rupee *within ten days* of the receipt of advice of payment for credit to the Government account in the manner and against the appropriate Heads of Account as indicated by Government of India under the said loan together with interest at the rate of six per cent per annum on the amounts disbursed to the supplier from the date of payment to the Danish supplier to the date of payment of rupee equivalent for Loan to the Government Account. The negotiable set of import documents received from the Denmarks National Bank will be released to the importer only after the rupee deposits contemplated above have been made.

2. We the ——————(Bank) also undertake to indemnify and keep indemnified the Government against any default in payment by the Importer of any sum that may be due and payable from time to time by the Importer to the Government at such place and in such manner as the Government may from time to time direct such sums not exceeding Rs.——————or any part thereof for the time being due and payable by the Importer together with interest thereon at the rate of six per cent per annum from the date of payment to the Danish Supplier out of the Fourth Danish Loan, 1972. The decision of the Government as to any default in the said payment by the Government by us——————(Bank), shall be final and binding on us——————(Bank).

3. We——————(Bank) further agree that in case of increase in the value of import or increase in the value of unfulfilled deliveries under the contract as a result of change in the composite rate of exchange mentioned in para 1 above, the amount of this guarantee bond will be adjusted as on the date when the change takes place in proportion to this change.

4. We——————(Bank). further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement/contract and that it shall continue to be enforceable till all the dues to the Government under or by virtue of this guarantee have been fully paid and its claims satisfied or discharged.

5. The guarantee herein contained shall not be affected by any change in the constitution of the Importer or the —————— (Bank) and the Government shall have the fullest liberty without affecting the guarantee to postpone for any time and from time to time any of the powers exercisable by it against the importer and either to enforce payment by the importer of any of the amounts the payment whereof is intended to be hereby secured and the —————— (Bank), shall not be released from its liability under this guarantee by any exercise by the Government of the liberty with reference to the matters aforesaid or by reason of time being given to the Importer or any other for-mearance, act or omission on the part of the Government or any indulgence by the Government to the Importer or any matter or thing whatsoever which under the law relating to sureties shall, but for this provision, have the effect of so releasing the —————— (Bank) from its such liability.

6. We ———————— (Bank), undertake not to revoke this guarantee during its currency except with previous consent of the Government in writing.

7. We ———————— (Bank), hereby undertake to make additional deposits in terms of Public Notice No. 15-ITC(PN)/72 dated 28th January 1972 and such other Public Notices that may be issued from time to time hereafter.

8. Our liability under this guarantee is restricted to Rs. ———————— (plus interest and commission charges, if any, not expected to exceed one per cent of the guaranteed amount) and this guarantee shall remain in force till the ———————— day* of ————————(month), 19——). Unless claims under this guarantee are made in writing within six months of this date and unless a suit or action to enforce these claims is commenced within another six months thereafter i.e. upto ———————— , all Government's rights under this guarantee shall be forfeited and we srall be relieved and discharged from all liability thereunder.

Dated the ———————— day of————

for ———————— (Bank)

Accepted for and/on behalf of the

President of India by Shri ————————

————————

(Name and Designation).

Signature ————————

*This date shall be arrived at by adding one month to the date by which all payments to the Suppliers are expected to be finalised.

Note : The value of the stamped paper on which this guarantee is to be executed is to be adjudicated by the Collector of Stamps.

APPENDIX II

Conditions for Licensing Public Sector Imports under the Fourth Danish Loan 1972

The licence will be issued with a validity period of twelve months but firm orders on C.I.F./C. & F. basis must be placed on the Danish Suppliers and copies of the same furnished to the Ministry of Finance, Department of Economic Affairs within six months from the date of allocation or four months from the date of issue of the import licence (whichever is earlier). In cases where orders have not been placed within the period of 4 months, the licensees should apply to the Chief Controller of Imports and Exports for suitable extension in the period of ordering giving adequate justification for delay in placing orders. Such requests will be considered on merits by Chief Controller of Imports and Exports in consultation with Ministry of Finance, (Deptt. of Economic Affairs). However, no import licence shall be made valid or revalidated beyond the 31st December, 1974. The licence codes 'S' and 'BB' should be indicated in the first and second suffix after the licence number. The correct licence code should be used in all the shipping documents as well as in the 'S' form required to be furnished to the Indian Bank at the time of rupee deposits.

2. Only goods of Danish origin as per list at Annexure—I are eligible for being financed under this loan. The minimum value of a contract to be eligible for financing under this loan is Danish Kroner 50,000 in respect of Capital Equipment and Danish Kroner 25,000 in respect of Spares.

3. The licence will not be valid for remittances from India. Payments to the Danish Suppliers can be made only in accordance with the procedure set forth in paragraph 6-10 below.

4. The contract of supply between the Indian Importer and the Danish Supplier should provide for the import being financed out of the Fourth Danish Loan in accordance with the procedures set forth in these Licensing Conditions, and should also be made subject to approval by the Government of India. Importers should take special care to inform the Suppliers about this condition and also *incorporate a clause to this effect in the Supply contract.* Moreover approved orders should not be cancelled without prior concurrence of the Ministry of Finance, Department of Economic Affairs.

N.B. Licences issued before the Credit Agreement between Government of India and Denmark for 1972 is signed will be subject to the following further conditions:—

(a) contracts between the Indian Importers and the Danish Exporters against the prospective Danish Credit will be subject to the approval of the Government of India and the Government of Denmark;

(b) contracts against the prospective credit between Indian importers and Danish exporters would be treated as provisional and would become final only after the loan agreement is actually signed;

(c) a copy each of the contracts will be forwarded by the Government of India to the Government of Denmark, as soon as the contracts are signed; and

(d) payments against the said contracts will normally be made only after the loan agreement is signed and necessary funds are credited to Government of India's account with the Denmarks National Bank.)

5. The value of the contract should be expressed in Danish Kroner. The contract should normally provide for cash payment out of the Fourth Danish Loan on presentation of shipping documents. For any customary performance guarantee, the Suppliers could be asked to furnish a bank guarantee.

6. As soon as possible after the contracts are concluded, the importer should request the Ministry of Finance, Department of Economic Affairs, W.E. III Section to obtain the approval of the Danish authorities to the contract. This request should be accompanied by four photostat/certified copies of the Contract/Supply Order. The following information should also be sent to the Department of Economic Affairs along with the contracts/supply order:—

(i) Details of the Import Licence—

(a) Number .....

(b) Date of issue.....

(c) Value.....

(ii) Name and Address of the Importer .....

(iii) Name and Address of the Danish Suppliers .....

(iv) Value of the contract/order in Danish Kroner .....

(v) Short description of the goods to be imported .....

(vi) Time for delivery (A schedule indicating probable dates and amounts of payments to the Supplier may also be given).

(vii) Detailed list of shipping documents, like Bill of Lading, Invoices, Certificate of Origin etc., which the Denmarks National Bank should demand from the Suppliers before making payment, together with the number of copies of each document required.

(viii) Indian Agents' Commission, if any, included in the contract (Amount or percentage to be indicated) which will have to be deducted from the contract value while issuing a Letter of Authority. Such commission will be payable by the Importers direct to the Agents in rupees.

(ix) Date upto which the letter of authority to the Denmarks National Bank should be made valid.

(x) Branch of any Scheduled Bank in India to which the original documents (negotiable) should be sent by the Denmarks National Bank.

(xi) Special instructions, if any.

7. On receipt of the copies of the contract/supply order, and the information required in paragraph 6 above, the Department of Economic Affairs will, forward a copy of the contract to the Danish authorities through Embassy of India in Denmark. A letter of authority to the Denmarks National Bank (in the form at Annexure II) authorising payment to the suppliers against shipping documents will be issued only after the Danish approval to the contract has been received.

8. The importers will have to deposit—

(i) the rupee equivalent of the payments to the suppliers in Danish Kroner at the composite rate prescribed in Public Notice No. 15-ITC(PN)/72 dated the 28th January 1972 and such other Public Notices on this subject which may be issued from time to time.

(ii) interest at the rate of six per cent per annum on the amounts required to be deposited at item (i) above from the date of actual payment to the supplier by the Denmarks National Bank to the date of actual deposit of the rupee equivalent by the importer in the State Bank of India, Tis Hazari, Delhi or Reserve Bank of India, New Delhi.

N.B.—Importers should note that after payment to the Danish Suppliers, the Denmarks National Bank will send the documents to any Branch of the Nationalised Banks in India indicated in their application and that Bank will not have authority to release the documents to the importer until the rupees have been deposited as indicated above.

9. It will be obligatory for the importers to make the requisite rupee deposit through Authorised Dealers in foreign exchange only and also to get the Exchange Control copy of the License endorsed by them as required in Public Notice No. 184-ITC(PN)/68, dated the 30th August 1968. They should also fill in the requisite 'S' Form as prescribed by the Reserve Bank of India.

10. The moneys specified in paragraph 8 above shall be deposited under the head of Account—

"T-Deposits and Advances—Part II. Deposits not bearing interest—(C) Other deposit Accounts—Departmental and Judical Deposits—Civil Deposits—Deposits for purchases abroad—Deposits for cost of equipment, etc., obtained under the Fourth Danish Loan, 1972."

The advice of these deposits should be sent to the Controller of Aid Accounts, Ministry of Finance, Department of Economic Affairs, Economic Aid Accounts Branch, New Delhi.

In the case of imports by the Departments of Central/State Governments and the State Electricity Boards the debits for the rupee equivalents will be raised against the Accounts Officer concerned by Accountant General, Central Revenues on the basis of advices issued by the Department of Economic Affairs—Economic Aid Accounts Branch.

ANNEXURE I

Items eligible for import under the Fourth Danish Loan

(1) Equipment for the Fishery industry, e.g. Marine Diesel Engines, etc.

(2) Refrigeration equipment.....

(3) Machinery and equipment for the Cement industry.

(4) Machinery and equipment for development of the Agricultural and Livestock industries.

(5) Machinery and equipment for the dairy industry.

(6) Equipment for Research and Technical institutions.

(7) Equipment for wood-working crankshaft grinding machines and other Machine Tools required in the small scale industry sector.

(8) Machine Tools for the medium and large scale industries.

(9) Spare parts for Danish Capital equipment.

(10) Machinery and equipment for the Fertilizer and Petro-Chemical industries.

(11) Machinery and equipment for Spray Drying Plants.

(12) Machinery and equipment for the Plastic, Rubber and Chemical industries.

(13) Catalysts.

(14) Equipment for the processing, drying and storage of food products.

(15) Electrical and electronic equipment.

(16) Components for the Capital goods production and other manufacturing programmes in India.

(17) Such other equipment as may be decided upon by mutual agreement between the two Governments.

No.

GOVERNMENT OF INDIA (BHARAT SARKAR) MINISTRY OF FINANCE (VITTA MANTRALAYA) DEPTT. OF ECONOMIC AFFAIRS (ARTHIK KARYA VIBHAG)

New Delhi, the

To

The Denmarks National Bank,

COPENHAGEN.

Dear Sirs,

FOURTH DANISH-INDIAN LOAN AGREEMENT

LETTER OF AUTHORITY NO.

In accordance with the terms and conditions of the above Credit Agreement, we hereby authorise your irrevocably to pay an amount of Danish Kroner.....

.....

to ..... against the delivery of the following documents:—
following documents:—

Invoice.....copies
Bill of Lading.....copies
Insurance Policy, if any.....copies, etc.

covering the import of.....
against Contract No.....
approved by the Danish Ministry of Foreign Affairs on.....

2. After payment, the original set of the above documents may kindly be forwarded direct to the (Name of the Indian Bank).....

3. The amount paid plus your charges, if any, may be debited to our Account with you designated "Government of India Loan Account" and necessary debit advice (in duplicate) along with one set of documents forwarded to the Ministry of Finance, Department of Economic Affairs, Economic Aid Accounts Branch, New Delhi.

4. One copy each of the above debit advices including the bank charges, if any, may also be sent to the Importer in India.....

5. This authority will remain valid upto the.....day of.....

Yours faithfully,

Copy to.....(The importers' Bank). They should ensure that the rupees equivalent calculated at the composite rate prescribed in Public Notice No. 15-ITC(PN)/72 dated 28th January 1972 and such other Public Notices that may be issued from time to time together with the interest thereon from the date of payment to the suppliers to the date of deposit of the amount into Government Account is deposited before releasing the original documents to the Importer.

APPENDIX I

Conditions for Licensing Private Sector Imports under the Fourth Danish Loan, 1972

1. The licence will be issued with a validity period of twelve months but firm orders on C.I.F./C.&F. basis must be placed on the Danish Suppliers and copies of the same furnished to the Ministry of Finance, Department of Economic Affairs within four months from the date of issue of the import licence. In cases where orders have not been placed within the period of 4 months, the licencees should apply to the Chief Controller of Imports & Exports for suitable extension in the period of ordering giving adequate justification for delay in placing orders. Such requests will be considered on marits by Chief Controller of Imports & Exports in consultation with Ministry of Finance, (Department of Economic Affairs). However, no import licence shall be made valid or revalidated beyond the 31st December, 1974. The licence codes "S" and "BB" should be indicated in the first and second suffix after the licence number. The correct licence code should be used in all the shipping documents as well as in the "S" form required to be furnished to the Indian Bank at the time of rupee deposits.

2. Only goods of Danish origin as per list at Annexure I are eligible for being financed under this loan. The minimum value of a contract to be eligible for financing under this Loan is Danish Kroner 50,000 in respect of Capital Equipment and Danish Kroner 25,000 in respect of Spares.

3. The licence will not be valid for remittances from India. Payments to the Danish Suppliers can be made only in accordance with the procedure set forth in paragraphs 6—10 below.

4. The contract of supply between the Indian importer and the Danish Supplier should provide for the import being financed out of the Fourth Danish Loan in accordance with the procedure set forth in these Licensing Conditions, and should also be made subject to approval by the Government of India. Importers should take special care to inform the Suppliers about this condition and also *incorporate a clause to this effect in the Supply contract.* Moreover, approved orders should not be cancelled without prior concurrence of the Ministry of Finance, Department of Economic Affairs.

(*N.B.* Licences issued before the Credit Agreement between Government of India and Denmark for 1972 is signed will be subject to the following further conditions:—

(a) contracts between the Indian Importers and the Danish exporters against the prospective Danish Credit will be subject to the approval of the Government of India and the Government of Denmark.

(b) contracts against the prospective credit between Indian importers and Danish exporters would be treated as provisional and would become final only after the loan agreement is actually signed;

(c) a copy each of the contracts will be forwarded by the Government of India to the Government of Denmark, as soon as the contracts are signed; and

(d) payments against the said contracts will normally be made only after the loan agreement is signed and necessary funds are credited to Government of India's account with the Danmarks National Bank).

5. The value of the contracts should be expressed in Danish Kroner. The contract should normally provide for cash payment out of the Fourth Danish Loan on presentation of shipping documents. For any customary performance guarantee, the Suppliers could be asked to furnish a bank guarantee.

6. As soon as possible after the contracts are concluded, the importer should request the Ministry of Finance Department of Economic Affairs, W.E.III Section to obtain the approval of the Danish authorities to the contract. This request should be accompanied by four photostat/certified copies of the Contract/Supply Order

and Bank Guarantee as required in paragraph 8 hereunder. The following information should also be sent to the Department of Economic Affairs along with the contracts/supply order—

(i) Details of the Import Licence—

(a) Number .....

(b) Date of issue .....

(c) Value .....

(ii) Name and Address of the Importer.....

(iii) Name and Address of the Danish Suppliers.....

(iv) Value of the contract/order in Danish Kroner .....

(v) Short description of the goods to be imported .....

(vi) Time for delivery (A schedule indicating probable dates and amounts of payments to be the Supplier may also be given).

(vii) Detailed list of shipping documents, like Bill of Lading, Invoices, Certificate of origin, etc., which the Danmarks National Bank should demand from the Suppliers before making payment, together with the number of copies of each document required .....

(viii) Indian Agent's Commission, if any, included in the contract (Amount or percentage to be indicated), which will have to be deducted from the contract value while assuing a Letter of Authority. Such commission will be payable by the Importers direct to the Agents in rupees.

(ix) Special instructions, if any .....

7. On receipt of the copies of the contract/Supply order, the Bank Guarantee and the information required in paragraph 6 above, the Department of Economic Affairs will forward a copy of the contract to the Danish authorities through Embassy of India in Denmark. A Letter of Authority to the Denmarks National Bank (in the form at Annexure-II) authorising payment to the suppliers against shipping documents will be issued only after the Danish approval to the contract has been received.

8. The importers will have to deposit:—

(i) the rupee equivalent of the payments to the suppliers in Danish Kroner at the composite rate prescribed in public notice No. 15-I.T.C.(PN)/72 dated the 28th January 1972 and such other Public Notices on this subject which may be issued from time to time.

(ii) interest at the rate of six per cent per annum on the amounts required to be deposited at item (i) above from the date of actual payment to the supplier by the Danmarks National Bank to the date of actual deposit of the rupee equivalent by the importer in the State Bank of India, Tis Hazari, Delhi or Reserve Bank of India, New Delhi.

The importers will be required to furnish a bank guarantee from an approved scheduled bank in the form attached (Annexure-III) agreeing to deposit the amounts specified in paragraph 7 above. The foot note under the Bank Guarantee form should be noted for strict compliance.

N.B. Importers should note that after payment to the Danish Suppliers, the Denmarks National Bank will send the documents to the bank from which the importers produce the Bank Guarantee and that that bank will not have authority to release the documents to the importer until the rupees have been deposited as indicated above.

9. It will be obligatory for the importers to make requisite rupee deposit only through Authorised Dealers in foreign exchange and also to get the Exchange Control Copy of the Licence endorsed by them as required in Public Notice No. 184/ITC(PN)/68 dated the 30th August, 1968. They should also fill in the requisite 'S' Form as prescribed by the Reserve Bank of India.

10. The moneys specified in paragraph 8 above shall be deposited with the State Bank of India, Tis Hazari Branch, Delhi, or the Reserve Bank of India, New Delhi for credit to the Central Government Account under the head of account—

"T—Deposit and Advances—Part II. Deposits not bearing interest—(C) Other deposit Accounts—Departmental and Judicial Deposits—Civil Deposits—Deposits for purchases abroad—Purchases under Credits/Loan Agreements—Deposits for cost of equipment etc., obtained under the Fourth Danish Loan 1972."

ANNEXURE-I

Items eligible for import under the Fourth Danish Loan

(1) Equipment for the Fishery industry, e.g. Marine Diesel Engines, etc.

(2) Refrigeration equipment.

(3) Machinery and equipment for the Cement industry.

(4) Machinery and equipment for development of the Agricultural and dive-stock industries.

(5) Machinery and equipment for the dairy industry.

(6) Equipment for Research and Technical institutions.

(7) Equipment for wood-working, crankshaft, grinding machines and other Machine Tools required in the small scale industry sector.

(8) Machine Tools for the medium and large scale industries.

(9) Spare parts for Danish Capital equipment.

(10) Machinery and equipment for the Fertilier and Petrochemical industries.

(11) Machinery and equipment for Spray Drying Plants.

(12) Machinery and equipment for the Plastic, Rubber and Chemical industries.

(13) Catalysts.

(14) Equipment for the processing, drying and storage of food products.

(15) Electrical and electronic equipment.

(16) Components for the capital goods production and other manufacturing programmes in India.

(17) Such other equipment as may be decided upon by mutual agreement between the two Governments.

ANNEXURE II

No.

GOVERNMENT OF INDIA (BHARAT SARKAR)

MINISTRY OF FINANCE (VITTA MANTRALAYA)

DEPTT. OF ECONOMIC AFFAIRS (ARTHIK KARYA VIBHAH)

New Delhi, the

To

The Denmarks National Bank,
COPENHAGEN.

Dear Sirs,

FOURTH DANISH-INDIAN LOAN AGREEMENT

LETTER OF AUTHORITY No.

In accordance with the terms and conditions of the above Credit Agreement, we hereby authorise you irrevocably to pay an amount of Danish Kroner.....

.....

to.....

against the delivery of the following documents:—

Invoice ..... copies

Bill of Lading ..... copies

Insurance Policy, if any, ... copies, etc.

covering the import of .....

against Contract No. .....

approved by the Danish Ministry of Foreign Affairs on.....

2. After payment, the original set of the above documents may kindly be forwarded direct to the (Name of the Indian Bank).....

3. The amount paid plus your charges, if any, may be debited to our Account with you designated "Government of India Loan Account" and necessary debit advice (in duplicate) along with one set of documents forwarded to the Ministry of Finance, Department of Economic Affairs, Economic Aid Accounts Branch, New Delhi.

4. One copy each of the above debit advices including the bank charges, if any, may also be sent to the Importer in India .....

5. This authority will remain valid upto the—— — day of ————————.

Yours faithfully,

( )

Copy to ..... (The importers' Bank). They should ensure that the rupees equivalent calculated at the composite rate prescribed in Public Notice No. 15-ITC(PN)/72 dated 28th January 1972 and such other Public Notices that may be issued from time to time together with the interest thereon from the date of payment to the suppliers to the date of deposit of the amount into Government Account is deposited before releasing the original documents to the Importer.

ANNEXURE III

Guarantee Bond

(To be furnished by Banks under the procedure for the import of goods under the Fourth Danish Loan, 1972).

To

The President of India,

In consideration of the President of India (hereinafter called 'the Government') having agreed to arrange for payment in Danish Kroners for the import of.....by..... (hereinafter called the Importers) under the terms and conditions of the Fourth Danish Loan, 1972 and in pursuance of Import Licence No.....issued on.....in favour of the Importer against the above agreement, we.....(Bank) at the request of the importer hereby undertake to arrange to deposit the amounts of the disbursements made by the Danmarks National Bank and their commission and postal charges, converted at the rate of One Danish Kroner equivalent to 1.043 Indian Rupees *within ten days* of the receipt of advice of payment for credit to the Government account in the manner and against the appropriate Heads of Account as indicated by Government of India under the said loan together with interest at the rate of six percent per annum on the amounts disbursed to the supplier from the date of payment to the Danish Supplier to the date of payment of rupee equivalent for Loan to the Government Account. The negotiable set of import documents received from the Danmarks National Bank will be released to the importer only after the rupee deposits contemplated above have been made.

2. We the.....(Bank) also undertake to indemnify and keep indemnified the Government against any default in payment by the Importer of any sum that may be due and payable from time to time by the Importer to the Government at such place and in such manner as the Government may from time to time direct such sums not exceeding Rs.....or any part thereof for the time being due and payable by the Importer together with interest thereon at the rate of *six* per cent per annum from the date of payment to the Danish Supplier out of the Fourth Danish Loan, 1972. The decision of the Government as to any default in the said payment by the Government by us..... (Bank), shall be final and binding on us.....(Bank).

3. We.....(Bank) further agree that in case of increase in the value of import or increase in the value of unfulfilled deliveries under the contract as a result of change in the composite rate of exchange mentioned in para 1 above, the amount of this guarantee bond will be adjusted as on the date when the change takes place in proportion to this change.

4. We.....(Bank), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement/contract and that it shall continue to be enforceable till all the dues to the Government under or by virtue of this guarantee have been fully paid and its claims satisfied or discharged.

5. The guarantee herein contained shall not be affected by any change in the constitution of the Importer or the.....(Bank) and the Government shall have the fullest liberty without affecting the guarantee to postpone for any time and from time to time any of the powers exerciseable by it against the importer and either to enforce payment by the importer of any of the amounts the payment whereof is intended to be hereby secured and the..... (Bank), shall not be released from its liability under this guarantee by any exercise by the Government of the liberty with reference to the matters aforesaid or by reason of time being given to the Importer or any other for-bearance, act or omission on the part of the Government or any indulgence by the Government to the Importer or by any matter or thing whatsoever which under the law relating to sureties shall, but for this provision, have the effect of so releasing the .....(Bank) from its such liability.

6. We.....(Bank), undertake not to revoke this guarantee during its currency except with previous consent of the Government in writing.

7. We.....(Bank), hereby undertake to make additional deposits in terms of Public Notice No. 15-ITC(PN)/72, dated 28th January, 1972 and such other Public Notices that may be issued from time to time hereafter.

8. Our liability under this guarantee is restricted to Rs.....(plus interest and commission charges, if any, not expected to exceed one per cent of the guaranteed amount) and this guarantee shall remain in force till the..... day* of.....(month), 19.....). Unless claims under this guarantee are made in writing within six months of this date and unless a suit or action to enforce these claims is commenced within another six months thereafter, i.e., upto....., all Government's rights under this guarantee shall be forefeited and we shall be relieved and discharged from all liability thereunder.

Dated the.....day of.....

For.....(Bank).

Accepted for and on behalf of the President of India by Shri..... .
(Name and designation).

Signature.....

*This date shall be arrived at by adding one month to the date by which all payments to the Suppliers are expected to be finalised.

NOTE: The value of the stamped paper on which this guarantee is to be executed is to be adjudicated by the Collector of Stamps.

APPENDIX II

Conditions for Licensing Public Sector Imports under the Fourth Danish Loan, 1972

1. The licence will be issued with a validity period of twelve months but firm orders on C.I.F./C.&F. basis must be placed on the Danish Suppliers and copies of the same furnished to the Ministry of Finance, Department of Economic Affairs within six months from the date of allocation or four months from the date of issue of the import licence (whichever is earlier). In cases where orders have not been placed within the period of 4 months, the licencees should apply to the Chief Controller of Imports and Exports for suitable extension in the period of ordering giving adequate justification for delay in placing orders. Such requests will be considered on merits by Chief Controller of Imports and Exports in consultation with Ministry of Finance, (Department of Economic Affairs). However, no import licence shall be made valid or revalidated beyond the 31st December, 1974. The licence codes "S" and "BB" should be indicated in the first and second suffix after the licence number. The correct licence code should be used in all the shipping documents as well as in the "S" form required to be furnished to the Indian Bank at the time of rupee deposits.

2. Only goods of Danish origin as per list at Annexure I, are eligible for being financed under this loan. The minimum value of a contract to be eligible for financing under this Loan is Danish Kroner 50,000 in respect of Capital Equipment and Danish Kroner 25,000 in respect of Spares.

3. The licence will not be valid for remittances from India. Payments to the Danish Suppliers can be made only in accordance with the procedure set forth in paragraphs 6—10 below.

4. The contract of supply between the Indian Importer and the Danish Supplier should provide for the import being financed out of the Fourth Danish Loan in accordance with the procedures set forth in these Licensing Conditions, and should also be made subject to approval by the Government of India. Importers should take special care to inform the Suppliers about this condition and also *incorporate a clause to this effect in the Supply contract.* Moreover, approved orders should not be cancelled *without prior concurrence of the Ministry of* Finance, Department of Economic Affairs.

(N.B.—Licences issued before the Credit Agreement between Government of India and Denmark for 1972 is signed will be subject to the following further conditions:—

(a) contracts between the Indian importers and the Danish exporters against the prospective Danish Credit will be subject to the approval of the Government of India and the Government of Denmark;

(b) contracts against the prospective credit between Indian importers and Danish exporters would be treated as propisional and would become final only after the loan agreement is actually signed;

(c) a copy each of the contracts will be forwarded by the Government of India to the Government of Denmark, as soon as the contracts are signed; and

(d) payments against the said contracts will normally be made only after the loan agreement is signed and necessary funds are credited to Government of India's account with the Danmarks National Bank.)

5. The value of the contract should be expressed in Danish Kroner. The contract should normally provide for cash payment out of the Fourth Danish Loan on presentation of shipping documents. For any customary performance guarantee, the Suppliers could be asked to furnish a bank guarantee.

6. As soon as possible after the contracts are concluded, the importer should request the Ministry of Finance, Department of Economic Affairs, W.E. III, Section to obtain the approval of the Danish authorities to the contract. This request should be accompanied by four photostat/certified copies of the Contract/Supply Order. The following information should also be sent to the Department of Economic Affairs along with the contracts/supply order—

(i) Details of the Import Licence—

(a) Number.....

(b) Date of issue.....

(c) Value.....

(ii) Name and Address of the Importer.....

(iii) Name and Address of the Danish Suppliers.....

(iv) Value of the contract/order in Danish Kroner.....

(v) Short description of the goods to be imported.....

(vi) Time for delivery (A schedule indicating probable dates and amounts of payments to the Supplier may also be given).

(vii) Detailed list of shipping documents, like Bill of Lading, Invoices, Certificate of Origin, etc., which the Danmarks National Bank should demand from the Suppliers before making payment, together with the number of copies of each document required.....

(viii) Indian Agents' Commission, if any, included in the contract (Amount or percentage to be indicated), which will have to be deducted from the contract value while issuing a Letter of Authority. Such commission will be payable by the Importers direct to the Agents in rupees.

(ix) Branch of any Scheduled Bank in India to which the original documents (negotiable) should be sent by the Danmarks National Bank.

(x) Date upto which the letter of authority to the Danmarks National Bank should be made valid.

(xi) Special instructions, if any.

7. On receipt of the copies of the contract/supply order, and the information required in paragraph 6 above, the Department of Economic Affairs will forward a copy of the contract to the Danish authorities through Embassy of India in Danmark. A letter of authority to the Danmarks National Bank (in the form at Annexure II) authorising payment to the suppliers against shipping documents will be issued only after the Danish approval to the contract has been received.

8. The importers will have to deposit—

(i) the rupee equivalent of the payments to the suppliers in Danish Kroner at the composite rate prescribed in Public Notice No. 15-ITC(PN)/72, dated the 28th January, 1972, and such other Public Notices on this subject which may be issued from time to time.

(ii) interest at the rate of six per cent per annum on the amounts required to be deposited at item (i) above from the date of actual payment to the supplier by the Danmarks National Bank to the date of actual deposit of the rupee equivalent by the importer in the State Bank of India, Tis Hazari, Delhi or Reserve Bank of India, New Delhi.

N.B. Importers should note that after payment to the Danish Suppliers, the Danmarks National Bank will send the documents to any Branch of the Nationalised Banks in India indicated in their application and that Bank will not have authority to release the documents to the importer until the rupees have been deposited as indicated above.

9. It will be obligatory for the importers to make the requisite rupee deposit through Authorised Dealers in foreign exchange only and also to get the Exchange Control copy of the License endorsed by them as required in Public Notice No. 184-ITC(PN)/68, dated the 30th August, 1968. They should also fill in the requisite 'S' Form as prescribed by the Reserve Bank of India.

10. The moneys specified in paragraph 8 above shall be deposited under the head of Account—

"T—Deposits and Advances—Part II. Deposits not bearing interest—(C) Other deposit Accounts—Departmental and Judicial Deposits—Civil Deposits—Deposits for purchases abroad—Deposits for cost of equipment, etc., obtained under the Fourth Danish Loan, 1972."

The advice of these deposits should be sent to the Controller of Aid Accounts, Ministry of Finance, Department of Economic Affairs, Economic Aid Accounts Branch, New Delhi.

In the case of imports by the Departments of Central/State Governments and the State Electricity Boards the debits for the rupee equivalents will be raised against the Accounts Officer concerned by Accountant General, Central Revenues on the basis of advices issued by the Department of Economic Affairs—Economic Aid Accounts Branch.

ANNEXURE I

Items eligible for import under the Fourth Danish Loan

(1) Equipment for the Fishery industry, e.g., Marine Diesel Engines, etc.

(2) Refrigeration equipment.

(3) Machinery and equipment for the Cement industry.

(4) Machinery and equipment for development of the Agricultural and Live-stock industries.

(5) Machinery and equipment for the dairy industry.

(6) Equipment for Research and Technical institutions.

(7) Equipment for wood-working, crankshaft grinding machines and other Machine Tools required in the small-scale industry sector.

(8) Machine Tools for the medium and large-scale industries.

(9) Spare parts for Danish Capital equipment.

(10) Machinery and equipment for the Fertilizer and Petro-chemical industries.
(11) Machinery and equipment for Spray Drying Plants.

(12) Machinery and equipment for the Plastic, Rubber and Chemical industries.
(13) Catalysts.

(14) Equipment for the processing, drying and storage of food products.

(15) Electrical and electronic equipment.

(16) Components for the capital goods production and other manufacturing programmes in India.

(17) Such other equipment as may be decided upon by mutual agreement between the two Governments.

ANNEXURE II

No.

GOVERNMENT OF INDIA (BHARAT SARKAR)

MINISTRY OF FINANCE (VITTA MANTRALAYA)

DEPTT. OF ECONOMIC AFFAIRS (ARTHIK KARYA VIBHAG)
New Delhi, the

To

The Danmarks National Bank, COPENHAGEN.

Dear Sirs,

FOURTH DANISH-INDIAN LOAN AGREEMENT

LETTER OF AUTHORITY NO.

In accordance with the terms and conditions of the above Credit Agreement, we hereby authorise you irrevocably to pay an amount of Danish Kroner..... .....to.....against the delivery of the following documents:—

Invoice.....copies.

Bill of Lading.....copies.

Insurance Policy, if any,.....copies, etc.
covering the import of.....against Contract No.....
approved by the Danish Ministry of Foreign Affairs on.....

2. After payment the original set of the above documents may kindly be forwarded direct to the (Name of the Indian Bank).....

3. The amount paid plus your charges, if any, may be debited to our Account with you designated "Government of India Loan Account" and necessary debit advice (in duplicate) along with one set of documents forwarded to the Ministry of Finance, Department of Economic Affairs, Economic Aid Accounts Branch, New Delhi.

4. One copy each of the above debit advices including the bank charges, if any, may also be sent to the Importer in India.....

5. This authority will remain valid upto the.....day of.....

Yours faithfully,

Copy to.....(The importers' Bank). They should ensure that the rupees equivalent calculated at the composite rate prescribed in Public Notice No. 15-ITC(PN)/72, dated 28th January, 1972, and such other Public Notices that may be issued from time to time together with the interest thereon from the date of payment to the suppliers to the date of deposit of the amount into Government Account is deposited before releasing the original documents to the Importer

M. M. SEN,

Chief Controller of Imports and Exports.

विदेश व्यापार मंत्रालय

सार्वजनिक सूचना

आयात व्यापार नियंत्रण

नई दिल्ली, 20 जून, 1972

विषय :—चतुर्थ डेनिश ऋण 1972 के अन्तर्गत निजी/सार्वजनिक क्षेत्र में आयातों के लिए लाइसेंस दिए जाने से सम्बन्धित शर्तें ।

संख्या 90 आई० टी० सी० (पी० एन०)/72.—इस सार्वजनिक सूचना के परिशिष्ट—1 और 2 में चतुर्थ डेनिश ऋण, 1972 के अन्तर्गत निजी क्षेत्र तथा सावजनिक क्षेत्र के लिए आयात लाइसेंसों के निर्गमन को शासित करने वाली जैसी शर्तें दी गई हैं, उन्हें व्यवसायी की सूचना के लिए अधिसूचित किया जाता है ।

परिशिष्ट 1

चतुर्थ डेनिश ऋण, 1972 के अन्तर्गत निजी क्षेत्र में आयातों के लिए लाइसेंस दिए जाने से संम्बन्धित शर्तें ।

1. लाइसेंस 12 माह की वैध अवधि के लिए जारी किए जाएंगे किन्तु आयात लाइसेंस जारी होने की तिथि से चार माह के भीतर फर्म आदेश, लागत बीमा भाड़ा / लागत भाड़ा के आधार पर डेनिश संभरकों को आवश्य दे दिए जाने चाहिए तथा उसकी प्रतियां वित्त मंत्रालय, अर्थकार्य विभाग को भेज दी जानी चाहिए । उन मामलों में जिनमें आदेश चार माह के भीतर नहीं दिए गए हैं, तो लाइसेंस-धारियों को चाहिए कि व आदेश दिए जाने में हुए विलम्ब का पूरा औचित्य देते हुए मुख्य नियंत्रक, आयात निर्यात के पास आदेश देने की अवधि में उपर्युक्त वृद्धि के लिए आवेदन करें ऐसे आवेदनों पर विचार मुख्य नियंत्रक, आयात निर्यात द्वारा वित्त मंत्रालय, (अर्थकार्य विभाग) से परामर्श कर पात्रता के आधार पर किया जाएगा । किन्तु किसी भी आयात लाइसेंस को 31 दिसम्बर, 1974 के बाद के लिए वैध या पुनर्वैध नही किया जाएगा । लाइसेंस कोड "ए" और "बीबी" से लाइसेंस नम्बर के बाद प्रथम और द्वितीय प्रत्यय के रूप में संकेतित किया जाना चाहिए । सही लाइसेंस कोड का प्रयोग पोतलदान प्रलेखों के साथ साथ रुपये निक्षेप करते हुए समय भारतीय बैंक को प्रस्तुत किए जाने वाले "एस" प्रपत्र में भी किया जाना चाहिए ।

2. इस ऋण के अन्तर्गत अनुबन्ध 1 के अनुसार केवल डेनिश मूल के माल ही अधयुक्त किए जाने के लिए जो पात्र है । इस ऋण के अन्तर्गत संविदा के अधिकतम मूल्य के लिए अर्थयुक्त किए जाने के लिए जो पात्र है वह पूंजीगत उपस्करों के मामले में 50,000 डेनिश क्रोनर है तथा फालतू पुर्जों के सम्बन्धत में 25,000 क्रोनर है ।

3. भारत से प्रेषण के लिए लाइसेंस वध नहीं होगा । डेनिश संभरकों के भगतान केवल नीचे की कंडिका 6 से 10 में निर्धारित प्रक्रिया के अनुसार ही किये जा सकते हैं ।

4. भारतीय आयातक तथा डेनिश संभरकों के बीच की संभरण संविदा में इस लाइसेंस शर्तों में निर्धारित प्रक्रियाओं के अनुसार चतुर्थ डेनिश ऋण से अर्थयुक्त किए जाने वाले आयात के लिए व्यवस्था होनी चाहिए और इससे भारत सरकार द्वारा अनुमोदन के अधीन भी बनाया जाना चाहिए। इस शर्तों के बारे में संभरकों को सूचित करने के लिए आयातकों को विशेष ध्यान रखना चाहिए और इस सम्बन्ध में संभरण संविदा में एक अनुच्छेद भी जोड़ दिया जाना चाहिए। इसके अतिरिक्त वित्त मंत्रालय, अर्थकार्य विभाग की पूर्व सहमति के बिना अनुमोदित आदेश को रद्द भी नहीं किया जाना चाहिए।

विशेष ध्यान दीजिए :—1972 के लिए भारत सरकार तथा डेनिश सरकार के बीच संविदा करार के पूर्व ही जारी किए गये लाइसेंसों पर हस्ताक्षर किया जाता है तो वे निम्नलिखित आगे शर्तों के अधीन होंगे :—

(ए) भारतीय आयातकों और डेनिश निर्यातिकों के बीच की संविदाओं प्रासपेक्टिव डेनिश क्रेडिट के लिए भारत सरकार और डेनमार्क सरकार के अनुमोदन के अधीन होंगी ;

(बी) भारतीय आयातकों और डेनिश निर्यातिकों के बीच प्रासपैक्टिव क्रेडिट के लिए की गई संविदा अन्तिम रूप में समझी जाएगी और अन्तिम केवल तभी होगी जब वास्तविक रूप से ऋण करार पर हस्ताक्षर हो जाते हैं ;

(सी) जैसे ही संविदा हस्ताक्षरित हो जाएगी, प्रत्येक संविदा की एक प्रति भारत सरकार द्वारा डेनमार्क सरकार को अग्रसारित की जाएगी ; और

(डी) उक्त संविदाओं के मद्दे भुगतान साधारणतः केवल ऋण करार पर हस्ता र होने के बाद और डेनमार्क नेशनल बैंक में भारत सरकार के लेखे में आवश्यक धनराशि जमा कर दिए जाने के बाद ही किए जाएंगे)।

5. संविदा के मूल्य को डेनिश क्रोनर में अभिव्यक्त किया जाना चाहिए। पोतलदान प्रलेखों के प्रस्तुतीकरण पर संविदा में चतुर्थ डेनिश ऋण से भुगतान की व्यवस्था साधारणतः नकद के लिए की जानी चाहिए। किसी प्रथागत निष्पादन गारंटी के लिए संभरकों को बैंक गारंटी प्रस्तुत करने के लिए कहा जा सकता था।

6. संविदा तय हो जाने के यथाशीघ्र बाद आयातक को वित्त मंत्रालय, अर्थकार्य विभाग डब्ल्यू ई० —3 अनुभाग को संविदा के लिए डेनिश प्रधिकारियों से अनुमोदन प्राप्त करने के लिए आवेदन करना चाहिए। इस आवेदन के साथ इसके अन्तर्गत की कंडिका 8 में यथा अपेक्षित चार फाटोस्टेटा संविदा की साक्ष्यांकित प्रतियां / संभरण आदेश और बैंक गारंटी लगानी चाहिए। संविदा/ संभरणों आदेश के साथ निम्नलिखित सूचना भी अर्थकार्य विभाग को भेजी जानी चाहिए :—

(i) आयात लाइसेंस के ब्यौरे —

(क) संख्या ——————————————————

(ख) जारी करने की तारीख ——————————————————

(ग) मूल्य ——————————————————————

(ii) आयातक का नाम और पता ——————————————————————

(iii) डेनिश संभरकों के नाम और पते ——————————————————————

(iv) डेनिश क्रोनर में संविदा / आदेश का मूल्य——————————————————————

(v) आयात किए जाने वाले माल का संक्षिप्त विवरण——————————————————————

(vi) माल ढुलाई के लिए समय (संभावित तिथि तथा संभरकों को भुगतान की जाने वाली धन राशी का संकेत करते हुए एक अनुसूची भी दी जानी चाहिए ।)

(vii) पोतलदान प्रलेखों के ब्यौरे जैसे लदान पत्र, बीजक, उद्गम प्रमाण आदि जिसे भुगतान करने से पूर्व संभरकों से डेनमार्क नेशनल बैंक को मगाना चाहिए । इसके साथ अपेक्षित प्रत्येक प्रलेख की प्रतियों की संख्या होनी चाहिए—

(viii) भारतीय एजेंट का कमीशन, यदि कोई हो, जो संविदा (धनराशि या प्रतिशत संकेतित किया जाना है) में शामिल किया गया है जिसे प्राधिकार पत्र जारी करते समय संविदा मूल्य से घटाना पड़ेगा । इस प्रकार का कमीशन आयतकों द्वारा रुपये में सीधे एजटो को देय होगा ।

(ix) विशेष अनदेश यदि कोई हो ——————————————————————

7. संविदा / संभरण आदेश की प्रतियों, उपयुंक्त कंडिका 6 में अपेक्षित बैंक गारंटी तथा सूचना की प्राप्ती होने पर अर्थकार्य विभाग, संविदा की एक प्रति डेनमार्क स्थित भारतीय राजदूतावास के माध्यम से डेनिश प्राधिकारियों को भेजेगा । पोतलदान प्रलेखों के मद्दे संभरकों को भुगतान को प्राधिकृत करते हुए डेनमार्क नेशनल बैंक (अनुबन्ध 2 के प्ररूप में) को प्राधिकार पत्र केवल तभी जारी किया जाएगा जबकि संविदा के लिए डेनिश अनुमोदन प्राप्त कर लिया गया है ।

8. आयातकों को ये जमा करने होंगे :—

(i) संभरकों को डेनिश क्रोनर में सार्वजनिक सूचना संख्या 15 आई० टी० सी० (पी० एन०)/72 दिनांक 28 जनवरी, 1972 में और इसी सम्बन्ध में ऐसी सार्वजनिक सूचनाएं जो समय समय जारी की जा सकती हैं, उनमें निर्धारित मिली जुली दर पर भुगतान के समतुल्य रुपये ।

(ii) उपर्युक्त (1) मद में जमा की गई अपेक्षित धन–राशि पर डेनमार्क नेशनल बैंक द्वारा संभरकों को वास्तविक भुगतान की तारीख से आयातकों द्वारा भारत के स्टेट बैंक, तीस हजारी, दिल्ली में या भारत के रिजर्व बैंक, नई दिल्ली में समतुल्य रूपये के वास्तविक निक्षेप की तारीख तक 6 रुपये प्रति सैकेड़े वार्षिक की दर से ब्याज ।

आयतकों को ऊपर की कंडिका 7 में उल्लिखित धनराशि को जमा करने के लिए राजी हुए संलग्न प्रपत्र (अनुबन्ध 3) के रूप में अनुमोदन अनुसूचित बैंक से एक बैंक गारंटी भेजेनी आवश्यक होगी । बैंक गारंटी प्रपत्र के अन्तर्गत पाद टिप्पणी का सख्ती से अनुपालन करने के लिए नोट कर लेना चाहिए ।

विशेष ध्यान दीजिए:—आयातकों को यह नोट कर लेना चाहिए कि डेनिश संभरकों को भुगतान करने के बाद डेनमार्क नेशनल बैंक उस बैंक को प्रलेख भेजेगा जिस बैंक ने आयातक बैंक गारंटी प्रस्तुत करते हैं और यह कि वह बैंक आयातक को तबतक प्रलेख मुक्त करने के लिए प्राधिकृत नहीं होगा जब तक कि ऊपर संकेतित रुपये जमा नहीं कर दिए गए है ।

9. आयातकों के लिए यह अनिवार्य होगा कि वे आवश्यक रुपये केवल विदेशी मुद्रा लेने-देने में प्राधिकृत व्यापारियों के ही माध्यम से जमा कराएं और यह भी अनिवार्य होगा कि वे सार्वजनिक सूचना संख्या 184 आई० टी० सी० (पी०एन०) 168, दिनांक 30 अगस्त, 1968 में यथा अपेक्षित उनके द्वारा पृष्ठांकित लाइसेंस की मुद्रा विनियम नियंत्रण प्रति प्राप्त भी करें । उन्हें चाहिए कि वे भारत के रिजर्व बैंक द्वारा यथा निर्धारित आवश्यक 'एस' प्रपत्र भी भरें ।

10. ऊपर की कंडिका 8 में उल्लिखित रुपये भारत सरकार के खाते में नीचे के शीर्ष लेखा में भारत के स्टेट बैंक, तीस हजारी शाखा, दिल्ली में या भारत के रिजर्व बैंक नई दिल्ली में जमा किए जाएंगे :—

"टी:–डिपाजिट्स एन्ड एडवान्सेज–पार्ट 2. डिपाजिट्स नोट बियरिंग इन्टरेस्ट–सी) अदर डिपाजिट्स एकाउन्ट्स–डिपार्टमेंटल एन्ड जुडिशियल डिपाजिट्स–सिविल डिपाजिट्स डिपाजिट्स फार परचेज एवाड–परचेज अन्डर क्रेडिट्स/लोन एग्रीमेंटस–डिपाजिट्स फार कास्ट आफ एक्विपमेंट एक्से स्टसेट्रा अक्वा आवटेन्ड अन्डर दि फोर्थ डेनिश लोन, 1972 ।"

अनुबन्ध I

चौथे डेनिश ऋण के अन्तर्गत आयात के लिए उपयुक्त मदें

1. मत्स्य उद्योग के लिए उपकरण अर्थात् नौ डीजल इंजन आदि ।
2. प्रशीतन उपरकरण ।
3. सिमेंट उद्योग के लिए मशीन और उपकरण ।
4. कृषि संबंन्धी और पशुधन उद्योग के विकास के लिए मशीने तथा उपकरण ।
5. डेरी उद्योग के लिए मशीने और उपकरण ।
6. अनुसंधान और तकनीकी संस्था के लिए उपकरण ।
7. लघुपैमाने उद्योग क्षेत्र में आवश्यक, लकड़ी कार्य, क्रैकशाफ्ट ग्राइंडिंग मशीन तथा अन्य मशीन औजारों के लिए उपकरण ।
8. मध्यम तथा बड़े पैमाने उद्योगों के लिए मशीन औजार ।
9. डेनिश पूंजीगत उपकरण के लिए फालतू पुर्जे
10. खाद और पेट्रोकैमीकल्स उद्योगों के लिए मशीन और उपकरण ।
11. स्प्रै ड्राइंग प्लांटस के लिए मशीन और उपकरण ।
12. प्लास्टिक, रबड़ और रासायनिक उद्योगों के लिए मशीने और औजार ।

13. कैटेलिस्ट्स ।

14. खाद्य उत्पादों को तैयार करने, सुखाने और संग्रह के लिए उपकरण ।

15. इलैक्ट्रकल्ज और इलैक्ट्रानिक उपकरण ।

16. भारत में पूंजीगत माल उत्पादन तथा अन्य निर्माण प्रोग्राम के लिए संघटक ।

17. अन्य ऐसे उपकरण जिनके लिए दोनों सरकारों के बीच परस्पर समझौते के साथ निश्चय किया जाए ।

अनुबन्ध II

भारत सरकार

वित्त मंत्रालय

आर्थिक कार्य विभाग

नई दिल्ली

सेवा में,

डेनमार्क नेशनल बैंक,
कापेनहेगेन

प्रिय महोदय,

चौथा डेनिश-भारतीय ऋण करार
प्राधिकार-पत्र सं०

उपर्युक्त साख करार के नियम तथा शर्तों के अनुसार हम एतद्द्वारा आपको निम्नलिखित दस्तावेजे की सुपुर्दगी के बदले..... डेनिश क्रोनर की राशि को..... को अदा करने के लिए पक्की तरह प्राधिकृत करते हैं :—

डेनिश विदेशी कार्य मंत्रालय द्वारा.....को अनुमोदित संविदा सं० ..... के लिए.....के आयात को शामिल करते हुए

बीजक .....प्रतियां

लदान बिल.....प्रतियां

बीमा पालीसी यदि कोई हो.....प्रतियां आदि

2. भुगतान हो जाने के बाद दस्तावेजों के मूल सेट को.....(भारतीय बैंक का नाम) को सीधे प्रेषित किया जाए ।

3. अदा कर दी गई धनराशि जमा आपके प्रभार, यदि कोई हों, तो वह आपके पास हमारे नमोद्दिष्ट "भारत सरकार ऋण लेखा नामे डाले जाएं और नामे डालने की आवश्यक सूचना (दो प्रतियों में) दस्तावेजो के एक सेटके साथ वित्त मंत्रालय, आर्थिक कार्य विभाग, आर्थिक सहायता लेखा अनुभाग नई दिल्ली को भेजी जाए।

4. बैंक प्रभार यदि कोई हो तो उसके सहित उपर्युक्त नामें डालने की सूचनाओं की एक प्रति भारत के आयातक को भी भेजी जाए ।

5. यह प्राधिकार पत्र दिनांक.....मास.....
तक वैध रहेगा ।

भवदीय,

( )

.....(आयातक का बैंक) को एक प्रति । उन्हें यह सुनिश्चय कर लेना चाहिए कि सार्वजनिक सूचना सं० 15 आई०टी०सी० (पी०एन०)/72 दिनांक 28-1-1972 और अन्य ऐसी सार्वजनिक सूचनाएं जो समय समय पर जारी की जांए उनमें निर्धारित मिश्रित दर के हिसाब से परिकलित समतुल्य रुपए को और इसके साथ संभरक को किए गए भुगतान की तिथि से लेकर सरकार के खाते में राशि जमा करने की तिथि तक जो ब्याज होगा उसे आयातक को मूल दस्तावेजों को देने से पहले जमा किया जाएगा ।

परिशिष्ट III

गारंटी बौंड

(चौथे डेनिश ऋण, 1972 के अंतर्गत माल के आयात के लिए
क्रियविधि के अंतर्गत बैंकों द्वारा दिया जाना है) ।

सेवा में,

भारत के राष्ट्रपति,

भारत के राष्ट्रपति (जिसे इसके बाद "सरकार" कहा गया) के बदले में चौथे डेनिश ऋण, 72 की शर्तों के अंतर्गत.....
(जिसे इसके बाद "आयतक" कहा गया के द्वारा.....
का आयात करने के लिए डेनिश क्रोनर में भुगतान करने की व्यवस्था करने के लिए और उपर्युक्त संविदा के मद्दे आयातक के नाम में दिनांक.....को जारी किए गए आयात लाइसेंस सं० .....के अनुसरण में सहमत होते हुए, हम.....बैंक लि०, आयातक की प्रर्थना पर, भारत सरकार द्वारा निर्दिष्ट रीति से और उचित लेखा शीर्ष में सरकारी लेखे में जमा करने के लिए भुगतानों की सूचना की पावती की तिथि से दस दिनों के भीतर डेनमार्क्स नेशनल बैंक द्वारा व्यय की गई धनराशि और कमीशन और डाक प्रभार को परिवर्तित दर । डेनिश क्रोनर–1. 213 भारतीय रु० के हिसाब से और "इस धनराशि में डेनिश संभरक को भुगतान होने की तिथि से सरकारी खोते में समतुल्य रुपया जमा होने की तिथि तक की अवधि पर 6 प्रतिशत वार्षिक दर से ब्याज जोड़ कर धन राशि जमा करने की व्यवस्था करने का एतद्द्वारा वचन देते हैं । डेनमार्क्स नैशनल बैंक से प्राप्त आयात प्रलेखों का परक्रम्य सेट आयातक को तभी लौटाया जाएगा जबकि उपर्युक्त अपेक्षित रुपया जमा कर दिया गया हो ।

2. हम दि.....बैंक समय समय पर ऐसे स्थान और ऐसी रीति से जो सरकार निर्दिष्ट करे, आयातक द्वारा सरकार को देय अथवा चुकाने योग्य किसी धन राशि को जो .....रुपये से अधिक न हो, या निश्चित समय के भीतर आयातक द्वारा देय या चुकाने योग्य धनराशि के किसी भाग को चतुर्थ डेनिश ऋण, 1972 में से डेनिश संभरक को भुगतान करने की तिथि से 6 प्रतिशत ब्याज कि दर से ब्याज को न चुकाने में आयातक की त्रुटी होने पर स्वयं क्षतिपूर्तिक करने का और सरकार क क्षतिपूर्ति के दायित्व से मुक्त रखने का भी वचन देते हैं । उक्त भुगतान में आयातक द्वारा या उसकी तरफ से किसी प्रकार की त्रुटी और मारे .....
.....बैंक द्वारा देय धनराशि के संम्बन्ध में सरकार का निर्णय अंतिम होगा और हमारे.....बैंक पर लागू होगा ।

3. हम.....बैंक आगे इस बात पर सहमत है कि संविदा के अंतर्गत आयातों के मूल्य में या जो माल छुड़ाना बाकी है उसके मूल्य में उपर्युक्त कंडिका 1 में संकेतित मुद्रा विनिमय की मिश्रित दर में परिवर्तन होने की स्थिति में, जब से परिवर्तन हुआ है उस परिवर्तन के अनुपात में इस बैंक गारंटी बांड की धन राशि को समायोजित कर लिया जायेगा ।

4. हम.....बैंक आगे सहमत हैं कि इसके अंदर निहित यह गारंटी उक्त करार/संविदा के निष्पादन होने तक पूरी शक्ति और प्रभाव के साथ लागू रहेगी और यह तब तक लागू रहे गी जब तक इसके अंतर्गत सरकार को देय सब बकाया पूर्ण रुपेण नहीं चुकाए जाते और इस गारंटी की हैसियत से दावों को पूर्ण नहीं कर दिया गया हो या वे अदा नहीं कर दिए गए हों।

5. इस गारंटी पर आयातक या दि.....बैंक के विधान में किसी प्रकार का परिवर्तन होने से प्रभावित नहीं पड़ेगा और सरकार को यह पूर्ण स्वतंत्रता होगी कि गारंटी को प्रभावित किए बिना आयातक पर लागू होने योग्य किसी भी अधिकारों को किसी समय या समय समय के लिए स्थगित करे और आयातक द्वारा किसी भी धनराशि के भुगतान के लिए बाध्य करे वह भुगतान जिसे एतद्द्वारा सुरक्षित रखने का इरादा है पूर्वोक्त मामलों के संबंध में या आयातक को दिए जा रहें समय के कारण या सरकार की ओर से किसी अन्य स्थगन, निर्णय या छूट या सरकार द्वारा आयातक पर किसी अनुग्रह या कानून के अंतर्गत प्रतिपूर्तियों से संम्बन्धित कोई भी मामला या वस्तु जो इस परन्तुक के ए दि.....बैंक को इसके दायित्वों से मुक्त करने के लिए प्रभाव डाले, सरकार द्वारा इन मामलों में किसी प्रकार की स्वतंत्रता का प्रयोग करने से इस गारंटी के अंतर्गत दि .....बैंक अपने दायित्वों से मुक्त नहीं होगा।

6. हम.....बैंक यह वचन देते हैं कि सरकार की लिखित पूर्व अनुमति के बिना इस गारंटी को इसकी चालू अवधि के दौरान रद्द नहीं करेंगे।

7. हम.....बैंक एतद्द्वारा सार्वजनिक सूचना सं० 15 आई० टी० सी० (पी० एन०)/72 दिनांक 28-1-1972 और अन्य ऐसी सार्वजनिक सूचनाएं जो समय समय पर जारी की जाएं उनके अनुसार अतिरिक्त निर्देश करने का वचन देते है।

8. इस बौंड/गारंटी के अंतर्गत हमारा दायित्व.....रुपये (ब्याज और कमीशन प्रभार जिसकी आशा गारंटी की धनराशि के 1 प्रतिशत से अधिक होने की नहीं है) तक प्रतिबन्धित है और यह गारंटी माह के दिन .....तक लागू रहेगी। जब तक इस तिथि से 6 महीने के भीतर इस गारंटी के अंतर्गत दावे पूर्ण नहीं कर दिए जाते और जब तक अगले 6 महीनों के भीतर इन दावों को लागू करने के लिए अभियोजन की कार्यवाई नहीं की जाती, तब तक लागू रहेगी इसके बाद अर्थात् दिनांक.....तक इस बौंड /गारंटी के अंतर्गत सरकार के सब अधिकार समाप्त हो जाएंगे और उसके अंतर्गत हमारे सब उत्तर दायित्वों से हमें छुटकारा और कार्य मुक्ति मिल जाएगी।

दिनांक.....19

कृते.....बैंक

भारत के राष्ट्रपति के लिए और हस्ताक्षर
उनकी ओर से श्री.....
(नाम और पदनाम)

हस्ताक्षर.....

*जिस तिथि तक संभरक को सभी किस्तों के भुगतान पूर्ण कर देने की अपेक्षा है उस तिथि में एक महीना जोड़ कर यह तिथि लिखी जाएगी।

टिप्पणी:— जिस स्टाम्प पेपर पर यह गारंटी कार्यान्वित की जानी है उसके मूल्य का निर्णय स्टाम्प समाहर्ता द्वारा किया जाना है।

परिशिष्ट 2

चतुर्थ डेनिश ऋण, 1972 के अन्तर्गत सार्वजनिक क्षेत्र में आयातों के लिये लाइसेंस दिये जाने के संबंधित शर्तें ।

1. लाइसेंस 12 मास की वैध अवधि के लिये जारी किए जाएंगे किन्तु आयात लाइसेंस जारी होने की तिथि से चार माह के भीतर कार्य आदेश, लागत बीमा भाड़ा लागत भाड़ा के आधार पर डेनिश संभरकों को अवश्य दे दिए जाने चाहिए तथा उनकी प्रतियां वित्त मंत्रालय, अर्थकार्य विभाग को भेज दी जानी चाहिए । उन मामलों में जिसमें आदेश चार माह के भीतर नहीं दिए गए हैं, तो लाइसेंस धारियों को चाहिए कि वे आदेश दिए जाने में हुए विलम्ब का पूरा औचित्य देते हुए मुख्य नियंत्रक, आयात-निर्यात के पास आदेश देने की अवधि में उपयुक्त वृद्धि के लिए आवेदन करें । ऐसे आवेदनों पर विचार मुख्य नियंत्रक, आयात-निर्यात द्वारा वित्त मंत्रालय, अर्थकार्य विभाग से परामर्श कर पात्रता के आधार पर किया जाएगा । किन्तु किसी भी आयात लाइसेंस को 31 दिसम्बर, 1974 के बाद के लिये वैध या पुनर्वैध नहीं किया जाएगा । लाइसेंस कोड "एस" और "बी बी" से लाइसेंस नम्बर के बाद प्रथम और द्वितीय प्रत्यय के रूप में संकेतित किया जाना चाहिए । सही लाइसेंस कोड का प्रयोग पातेलदान प्रत्येखों के साथ साथ रुपये निक्षेप करते समय भारतीय बैंक को प्रस्तुत किये जाने वाले "एस" प्रपत्र में भी किया जाना चाहिए ।

2. इस ऋण के अन्तर्गत अनुबन्ध 1 के अनुसार केवल डेनिश मूल के माल ही अर्थयुक्त किये जाने के लिए पात्र है । इस ऋण के अन्तर्गत संविदा के अधिकतम मूल्य के लिये अर्थयुक्त किये जाने के लिये जो पात्र है वह पूंजीगत उत्पादों के मामले में 50,000 डेनिश क्रोनर है तथा फालतू पुर्जों के सम्बन्ध में 25,000 क्रोनर है ।

3. भारत से प्रेषण के लिए लाइसेंस वैध नहीं होगा । डेनिश संभरकों के भुगतान केवल नीचे की कंडिका 6 से 10 में निर्धारित प्रक्रिया के अनुसार ही किए जा सकते है ।

4. भारतीय आयातकों और डेनिश संभरकों के बीच की संभरण संविदा में इन लाइसेंस शर्तों में निर्धारित प्रक्रियाओं के अनुसार चतुर्थ डेनिश ऋण से अर्थयुक्त किए जाने वाले आयात के लिए व्यवस्था होनी चाहिए और इसे भारत सरकार द्वारा अनुमोदन के अधीन भी बनाया जाना चाहिए । इन शर्तों के बारे में संभरकों को सूचित करने के लिए आयातकों को विशेष ध्यान रखना चाहिए और इस सम्बन्ध में संभरण संविदा में एक अनुच्छेद भी जोड़ दिया जाना चाहिए । इसके अतिरिक्त, वित्त मंत्रालय, अर्थकार्य विभाग की पूर्व सहमति के बिना अनुमोदित आदेश को रद्द भी नहीं किया जाना चाहिए । विशेष ध्यान दीजिए. 1972 के लिए भारत सरकार तथा डेनिश सरकार के बीच संविदा करार के पूर्व ही जारी किए गए लाइसेंसों पर हस्ताक्षर किया जाता है तो वे निम्नलिखित आगे की शर्तों के अधीन होंगे :—

(ए) भारतीय आयातकों और डेनिश निर्यातकों के बीच की संविदाएं प्रासपेक्टिव डेनिश क्रेडिट के लिए भारत सरकार और डेनमार्क सरकार के अनुमोदन के अधीन होंगी

(बी) भारतीय आयातकों और डेनिश निर्यातकों के बीच प्रासपेक्टिव क्रेडिट के लिए की गई संविदा अन्तिम रूप में समझी जाएगी और अन्तिम केवल तभी होगी जब वास्तविक रूप से ऋण करार पर हस्ताक्षर हो जाते है,

(सी) जैसे ही संविदाएं हस्ताक्षरित हो जाएंगी, प्रत्येक संविदा की एक प्रति भारत सरकार द्वारा डेनमार्क सरकार को अग्रसारित की जाएगी, और

(डी) उक्त संविदाओं के मद्दे भुगतान साधारणतः केवल ऋण करार पर हस्ताक्षर होने के बाद और डेनमार्क नेशनल बैंक में भारत सरकार के लेखे में आवश्यक धनराशि जमा कर दिए जाने के बाद ही किए जाएंगे) ।

5. संविदा के मूल्य को डेनिश क्रोनर में अभिव्यक्त किया जाना चाहिए। पोतलदान प्रलेखों के प्रस्तुतीकरण पर संविदा में चतुर्थ डेनिश ऋण से भुगतान की व्यवस्था साधारणतः नकद के लिए जानी चहिए। किसी प्रथागत निष्पादन गारंटी के लिए संभरकों को बैंक गारंटी प्रस्तुत करने के लिए कहा जा सकता था ।

6. संविदा तय हो जाने के यथाशीघ्र बाद आयातक को वित्त मंत्रालय, अर्थकार्य विभाग, डब्ल्यू ई—3 अनभाग को संविदा के लिए डेनिश प्राधिकारियों से अनुमोदन प्राप्त करने के लिए आवेदन करना चाहिए। इस आवेदन के साथ इसके अन्तर्गत की कंडिका 8 में यथा अपेक्षित चार फोटोस्टेट संविदा की साक्ष्यांकित प्रतियां । संभरण आदेश और बैंक गारंटी लगानी चाहिए । संविदाओं/संभरण आदेश के साथ निम्नलिखित सूचना भी अर्थकार्य विभाग को भेजी जानी चाहिए:—

i आयात लाइसेंस के ब्योरे :—

(क) संख्या.....

(ख) जारी करने की तारीख.....

(ग) मूल्य.....

ii आयातक का नाम और पता.....

iii डेनिश संभरकों के नाम और पते.....

iv डेनिश क्रोनर में संविदा/आदेश का मुल्य .....

v आयात किए जाने वाले माल का संक्षिप्त विवरण.....

vi माल छुड़ाई के लिए समय (संभावित तिथि तथा संभरकों को भुगतान की जाने वाली धनराशि का संकेत करते हुए एक अनुसूची भी दी जानी चाहिए) ।

vii पोतलदान प्रलेखों के ब्योरे जैसे लदान पत्र, बीजक, उद्गम, प्रमाण आदि जिसे भुगतान करने से पूर्व संभरकों से डेनमार्क नेशनल बैंक को मागना चाहिए इसके साथ अपेक्षित प्रत्येक प्रलेख की प्रतियों की संख्या होनी चाहिए.....

viii भारतीय एजेंट का कमीशन, यदि कोई हो, संविदा (धनराशि या प्रतिशत संकेतित किया जाना है) में शामिल किया गया है जिसे प्राधिकार पत्र जारी करते समय संविदा मूल्य से घटाना पड़ेगा । इस प्रकार का कमीशन आयातकों द्वारा रुपये में सीधे एजेंटों को देय होगा ।

ix भारत में अनुसूचित बैंक की कोई शाखा जिसको डेनमार्क नेशनल बैंक द्वारा मूल प्रलेख (विनिमेय) भेजे जाने चाहिए ।

x वह तारीख जिस तक डेनामर्क नेशनल बैंक के लिए प्राधिकार पत्र बैध किया जाना चाहिए ।

xi विशेष अनुदेश, यदि कोई हो .....

7 संविदा/संभरण आदेश, तथा ऊपर की कंडिका 6 में अपेक्षित सूचना की प्रति की प्राप्ति होने पर, अर्थकार्य विभाग संविदा की एक प्रति डेनमार्क स्थित भारतीय राजदूतावास के माध्यम से डेनिश प्राधिकारियों को अग्रसारित करेगा । पोतलदान प्रलेखों के मद्दे संभरकों को भुगतान प्राधिकार करते हुए डेनमार्क नेशनल बैंक (अनुबन्ध —2 के प्रपत्र के रूप में) को एक प्राधिकार पत्र केवल तभी जारी किया जाएगा जब संविदा के संबंध में डेनिश अनुमोदन प्राप्त कर लिया गया है ।

8 आयातकों को ये जमा करने होंगे :—

(i) संभरकों को डेनिश क्रोनर में सार्वजनिक सूचना संख्या 15 आई टी सी (पी एन)/72 दिनांक 28 फरवरी, 1972 में और इसी संबंध में ऐसी सार्वजनिक सूचनाएं जो समय समय जारी की जा सकती है, उन में निर्धारित मिली-जुली दर पर भुगतान के समतुल्य रुपये ।

(ii) उपर्युक्त (1) मद में जमा की गई अपेक्षित धन-राशि पर डेनमार्क नेशनल बैंक द्वारा संभरकों को वास्तविक भुगतान की तारीख के आयातकों द्वारा भारत के स्टेट बैंक तीस हजारी, दिल्ली में या भारत के रिजर्व बैंक, नई दिल्ली में समतुल्य रुपये के वास्तविक निक्षेप की तारीख तक 6 रुपये प्रति सैकड़े वार्षिक की दर से ब्याज ।

विशेष ध्यान दीजिए : आयातकों को यह नोट कर लेना चाहिए कि डेनिश संभरकों को भुगतान करने के बाद डेनमार्क नेशनल बैंक उस बैंक को प्रलेख भेजेगा जिस बैंक से आयातक बैंक गारंटी प्रस्तुत करते हैं और यह कि वह बैंक आयातक को तब तक प्रलेख मुक्त करने के लिए प्राधिकृत नहीं होगा जब तक कि ऊपर संकेतिक रुपये जमा नहीं कर दिए गए हैं ।

9. आयातकों के लिए यह अनिवार्य होगा कि वे आवश्यक रुपये केवल विदेशी मुद्रा लेन-देन में प्राधिकृत व्यापारियों के ही माध्यम से जमा कराएं और यह भी अनिवार्य होगा कि वे सार्वजनिक सूचना संख्या 19 आई टी सी (पी एन)/68, दिनांक 30 अगस्त, 1968 में यथा अपेक्षित उनके द्वारा पृष्ठांकित लाइसेंस की मुद्रा विनिमय नियंत्रण प्रति भी प्राप्त करें । उन्हें चाहिए कि वे भारत के रिजर्व बैंक द्वारा यथा निर्धारित आवश्यक 'एम' प्रपत्र भी भरें ।

10. ऊपर की तालिका 8 में उल्लिखित राशि भारत सरकार के खाते में नामे के शीर्ष लेखा में जमा किये जाएंगे :–

"टी – डिपाजिट्स एन्ड एडवान्सेज – पार्ट 2–डिपाजिट्स नाट बियरिंग इन्टरेस्ट – (सी) अदर डिपाजिट्स एकाउन्ट्स – डिपाजिट्स फार परचेज एआइ– डिपाजिट्स फार कास्ट आफ एक्विपमेंट एटसेट्रा आवटेन्ड अन्डर दि फोर्थ डेलिंग लीन, 1972"।

इन निक्षेपों के परामर्श को नियंत्रक, सहायता लेखा, वित्त मंत्रालय, अर्थकार्य विभाग, आर्थिक सहायता लेखा शाखा, नई दिल्ली को भेजी जानी चाहिए।

केन्द्रीय/राज्य सरकार के विभागों तथा राज्य विद्युत बोर्ड द्वारा आयातों के मामले में समतुल्य रुपयों के लिए साख अर्थकार्य विभाग, आर्थिक सहायता लेखा शाखा द्वारा जारी किए गए परामर्शों के आधार पर महालेखापाल केन्द्रीय राजस्व द्वारा संबंधित लेखा अधिकारी के सह पालित किए जाएंगे।

अनुबन्ध 1

चौथे डेनिस ऋण के अन्तर्गत आयात के लिए उपयुक्त मदें ।

(1) मत्स्य उद्योग के लिए उपकरण अर्थात् नौ डीजल इंजन आदि ।

(2) प्रशीतन उपकरण ।

(3) सिमेंट उद्योग के लिए मशीन और उपकरण ।

(4) कृषि संबंधी और पशुधन उद्योग के विकास के लिए मशीन तथा उपकरण ।

(5) टेरी उद्योग के लिए मशीन और उपकरण ।

(6) प्रशिक्षण और तकनीकी सेवा के लिए उपकरण ।

(7) लघुपैमाने उद्योग क्षेत्र में आवश्यक लकड़ी कार्य, कैंकशाफ्ट ग्राइंडिंग मशीन तथा अन्य मशीन औजारों के लिए उपकरण ।

(8) मध्यम तथा बड़े पैमाने उद्योगों के लिए मशीन औजार ।

(9) डेनिस पूंजीगत उपकरण के लिए फालतू पुर्जे ।

(10) खाद और पेट्रोकैमिकल्ज उद्योगों लिए मशीन और उपकरण ।

(11) स्प्रे ड्राइंग प्लांट्स के लिए मशीन और उपकरण ।

(12) प्लास्टिक, रबड़ और रासायनिक उद्योग के लिए मशीन और औजार ।

(13) कैटेलिस्ट्स ।

(14) खाद्य उत्पादों को तैयार करने, पकाने और संग्रह के लिए उपकरण ।

(15) इलेक्ट्रिकल्ज और इलैक्ट्रानिक उपकरण ।

(16) भारत में पूंजीगत माल उत्पादन तथा अन्य निर्माण प्रोग्राम के लिए सपटक ।

(17) अन्य ऐसे उपकरण जिनके लिए दोनों सरकारों के बीच परस्पर समझौते के साथ निश्चय किया जाए ।

अनुबन्ध II

भारत सरकार

वित्त मंत्रालय

आर्थिक कार्य विभाग

नई दिल्ली

सेवा में,

डेनमार्क नेशनल बैंक

कापेनहेगेन

प्रिय महोदय

चौथी डेनिश भारतीय ऋण करार

प्राधिकार पत्र सं०

उपर्युक्त साख करार के नियम तथा शर्तों के अनुसार हम एतद्द्वारा आपको निम्नलिखित दस्तावेज की सार्थकता के मद्दे.....डेनिश क्रोनर की राशि को.....

.....को अदा करने के लिए पक्की तरह प्राधिकृत करते हैं :—

डेनिश विदेशी कार्य मंत्रालय द्वारा.....को अनुमोदित सविदा सं०.....के लिए.....के आयात को शामिल करते हुए

बीजक.....प्रतियां

लदान बिल.....प्रतियां.

बीमा पालिसी यदि कोई हो.....प्रतियां आदि

2. भुगतान हो जाने के बाद दस्तावेजों के मूल सेट को.....(भारतीय बैंक का नाम) को सीधे प्रेषित किया जाए।

3. अदा कर दी गई धनराशि जमा आपके प्रभार, यदि कोई हो, तो वह आपके पास हमारे नामोदिष्ट 'भारत सरकार ऋण लेखा नामे डाले जाए' और नामे डालने की आवश्यक सूचना (दो प्रतियों में), दस्तावेजों के सेट के साथ वित्त मंत्रालय, आर्थिक कार्य विभाग, आर्थिक सहायता लेखा अनुभाग, नई दिल्ली को भेजी जाए।

4. बैंक प्रभार यदि कोई हो तो, उसके सहित उपर्युक्त नामे डालनेकी सूचनाओं की एक प्रति भारत के आयातक को भेजी जाए।

5. यह प्राधिकार पत्र दिनांक.....मास.....तक वैध रहेगा ।

भवदीय,

( )

.....(आयातक का बैंक) को एक प्रति/उन्हें यह सुनिश्चित कर लेना चाहिए कि सार्वजनिक सूचना सं० 15-आईटीसी (पीएन)/72 दिनांक 28-1-1972 और अन्य ऐसी सार्वजनिक सूचनाएं जो समय समय पर जारी की जाएं उनमें निर्धारित मिश्रित दरके हिसाब से परिकलित समतुल्य रुपए को और इसके साथ संभरक को किए गए भुगतान की तिथि से लेकर सरकार के खातेमें राशि जमा करने की तिथि तक जो ब्याज होगा उसे आयातक को मूल दस्तावेजो को देनेसे पहले जमा किया जाएगा ।

एम० एम० सेन,
मुख्य नियंत्रक, आयात निर्यात ।

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